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16 **Attorneys for Defendant**
17 **LAURI VALJAKKA**

18 **UNITED STATES DISTRICT COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **OAKLAND DIVISION**

21 LAURI VALJAKKA,
22 Plaintiff,
23 v.
24 NETFLIX, INC.,
25 Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF WILLIAM
RAMEY IN SUPPORT OF
RESPONSE TO MOTION TO
SHOW CAUSE**

Judge: Jon S. Tigar

26 I, William P. Ramey, III, declare as follows:

27 1. My name is Willim Ramey. I am over 18 years of age and have personal
28 knowledge of the facts set forth in this declaration. I make this declaration in support
of Valjakka's Response to the Motion to Show Cause (Doc. No. 216). I am an
attorney for Lauri Valjakka in the above captioned matter.

1 2. I appeared for Lauri Valjakka on September 21, 2023, at the Zoom
2 hearing for Netflix's Requested Preliminary Injunction (Doc. No. 127). After the
3 hearing, the Court issued a Minute Entry (a true and correct copy of which is attached
4 as Exhibit A). I immediately forwarded the Minute Entry to Lauri Valjakka and Onni
5 Hietalahti with the intent of indicating its importance.

6 3. On September 22, 2023, I had a phone conversation with Valjakka and
7 Hietalahti. I verbally conveyed to them the Court's injunction order as I understood
8 it. I specially told them that they were enjoined, meaning prohibited, from
9 transferring, or moving, any litigation proceeds from Valjakka or CDN Licensing.

10 4. Hietalahti informed me during the discussion on the 22nd, that he would
11 convey the injunction order to Matti Saraheimo. Hietalahti later confirmed to me that
12 he did in fact share the Court's injunction with Saraheimo on the 22nd, both
13 forwarding the e-mail I sent and verbally conveying the terms. After Hietalahti
14 informed Saraheimo of the injunction on September 22, 2023, both CDN licensing
15 and IPRA Technologies were made aware of the Court's injunction. A copy of
16 Document Number 204, the Court's injunction Order, was provided to Valjakka,
17 Hietalahti and Saraheimo no later than November 2, 2023, and thus CDN and IPRA.

18 5. During the phone conversation on the 22nd, I was informed by both
19 Valjakka and Hietalahti that there were no litigation proceeds with Valjakka or CDN
20 Licensing because the Enforcement Assets transferred earlier had been spent in the
21 ordinary course of business and for living expenses. Valjakka asked whether the
22 order applied to his earnings other than litigation proceeds and I said I did not think
23 so, but we would need to check the written Order when it issued. After the written
24 Order issued, we confirmed our understanding that only Enforcement Assets
25 comprising litigation proceeds were covered.

26 6. I asked if any money was expected to come into CDN Licensing and I
27 was told no. I also asked if Valjakka was expecting any further Enforcement Assets
28

1 and he said not at this time as the Netflix case was the only case pending.

2 7. Later, co-counsel Ken Sheets and co-counsel Joseph Zito began to advise
3 Valjakka on the issues related to the California Uniform Voidable Transactions Act
4 (“CUVTA”) counterclaim, including the preliminary injunction. I am informed that
5 a copy of the transcript was sent to Valjakka and Hietalahti.

6 8. While preparing this declaration, I was informed that Hietalahti shared
7 the transcript with Saraheimo.

8 9. In discussions with Rachael Lamkin on November 8, 2023, I was asked
9 if my Firm, Ramey LLP, retained any litigation proceeds (Enforcement Assets) from
10 any of the Valjakka matters and I said no. My Firm received litigation proceeds from
11 the Valjakka matters into its IOLTA account for each of the settlements. The
12 litigation proceeds were transferred from Ramey LLP’s IOLTA account, by wire, to
13 an account that Eric Morehouse told me is controlled by AiPi and was set up for the
14 Valjakka Case Group.

15 10. Ramey LLP did receive invoice payments from AiPi for legal services
16 during the time period when Valjakka was receiving litigation proceeds, or
17 Enforcement Assets, from settlements. However, money received from AiPi for the
18 payment of invoices was transferred to an operating account and used in the regular
19 course of business. There are no Enforcement Assets from any of the Valjakka
20 settlements in any of Ramey LLP’s accounts, neither its operating accounts nor its
21 IOLTA account.

22 11. Exhibit B is a true and correct copy of an e-mail chain dated November
23 3, 2023, from Joseph Zito to Rachael Lamkin.

24 12. Exhibit C is a true and correct copy of an e-mail chain dated November
25 6, 2023, from Joseph Zito to Rachael Lamkin.

26
27 I declare under penalty of perjury that the foregoing is true and correct. Executed on
28

1 this 9th day of November, 2023 in Harris County, Texas.

2
3 Dated: November 9, 2023 /s/ William P. Ramey, III